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**Re:    *A Better Way Wholesale Autos, Inc. v. James Saint Paul, et al.*  
      SC 20386**

Dear Ms. Ziogas:

The undersigned represents Defendants-Appellees, James and Julie Saint Paul. I write pursuant to Conn. Prac. Bk. § 67-10 in advance of oral argument set for October 15, 2020 to offer the following additional authority:

*Poublon v. C.H. Robinson Company*, 846 F.3d 1251, 1259-60 (9<sup>th</sup> Cir. 2017) (“Section 2 of the FAA preempts state statutes and state common law principles that ‘undercut the enforceability of arbitration agreements,’ unless the savings clause applies. *Southland Corp. v. Keating*, 465 U.S. 1, 16, 104 S.Ct. 852, 79 L.Ed.2d 1 (1984); *see also Concepcion*, 563 U.S. at 343–44, 131 S.Ct. 1740; *Sakkab v. Luxottica Retail N. Am., Inc.*, 803 F.3d 425, 432 (9<sup>th</sup> Cir. 2015). In other words, a court cannot enforce state laws that apply to agreements to arbitrate but not to contracts more generally.”).

*Torres v. Precision Industries, Inc.*, 938 F.3d 752, 755 (6<sup>th</sup> Cir. 2019) (“Federal statutes do not preempt state law of their own force; rather, they do so as a result of the Supremacy Clause. *See, e.g., Hillsborough Cty. v. Automated Med. Labs., Inc.*, 471 U.S. 707, 712, 105 S.Ct. 2371, 85 L.Ed.2d 714 (1985); Caleb Nelson, *Preemption*, 86 Va. L. Rev. 225, 234 (2000). The Supreme Court has long recognized this fact. Almost two hundred years ago, the Court described preemption as an ‘application’ of the Supremacy Clause. *Gibbons v. Ogden*, 22 U.S. (9 Wheat.) 1, 211, 6 L.Ed. 23 (1824)...”).

The Saint Pauls respectfully submit that this authority bears directly on certain claims made by the Plaintiff-Appellant, A Better Way Wholesale Autos, Inc., at pages 9,<sup>1</sup> 10,<sup>2</sup> and 12<sup>3</sup> of its Reply Brief concerning 9 U.S.C. § 2, the Supremacy Clause, and the preemption doctrine.

Finally, as required by Conn. Prac. Bk. § 67-10, I hereby certify that, pursuant to Conn. Prac. Bk. § 62-7, a copy of this letter has been transmitted to all counsel of record, as indicated below.

Respectfully,



Richard F. Wareing

cc: Kenneth A. Votrel Esq. (via email [votrelaw@gmail.com](mailto:votrelaw@gmail.com))  
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<sup>1</sup> "Connecticut is obligated by the [Federal Arbitration Act] and the Supremacy Clause, to fully apply the [Federal Arbitration Act] and to fully enforce the arbitration agreement of the parties."

<sup>2</sup> The "United States Supreme Court has held that any law contrary to the [Federal Arbitration Act] and contrary to the full enforcement of the [*sic*] arbitration agreements is barred by the [Federal Arbitration Act] and the Supremacy clause [*sic*]."

<sup>3</sup> "[T]he issue put by the federal cases is that the policy is to ensure enforcement of private arbitration agreements. The issues [*sic*] is not 'preemption.'"